

**BEFORE THE  
ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI**

**MISSOURI BOARD OF  
REGISTRATION FOR THE  
HEALING ARTS  
3605 Missouri Boulevard  
P. O. Box 4  
Jefferson City, MO 65102**

**Petitioner,**

<sup>KH</sup>  
-5- v.

**ANGELA M. PITTSER  
1411 North Granite Drive  
Nixa, MO 63117**

**Respondent.**

**Case No. 2001-004210**

**SETTLEMENT AGREEMENT**

Comes now Angela M. Pittser (Licensee), and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a speech-language pathologist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2000.

1. Licensee understands that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine

any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law; Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys of, or from, any liability, claim, actions, causes of actions, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in

this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo 2000.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

**JOINT PROPOSED FINDINGS OF FACT**

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, RSMo 2000, and authorized pursuant to § 345.030, RSMo, for the purpose of executing and enforcing the provisions of Chapter 345, RSMo.

2. Licensee was licensed by the Board as a speech-language pathologist, License Number 113916. Licensee's Missouri license was at all times relevant herein, and is now, current and active.

3. Pursuant to 4 CSR 150-4.052 (1), each licensee is required to obtain and report thirty hours of continuing education every two years in order to renew his or her speech-language pathology license.

4. In order for Licensee to renew her speech-language pathologist license for the period of 2001-03, Licensee was required to obtain thirty hours of continuing education for the period of January 1, 1999 through December 31, 2000, in accordance with 4 CSR 150.4.052 (2).

5. On the renewal application for the period of 2001-2003, Licensee indicated that she had obtained at least thirty hours of continuing education during the period of January 1, 1999 through December 31, 2000.

6. On May 14, 2001, the Board notified Licensee that it was conducting an audit of the continuing education hours she had obtained for the period of January 1, 1999, through December 31, 2000. Licensee was requested to submit the required documentation verifying her continuing education to the Board within twenty-one days.

7. Sometime thereafter, Licensee completed the "Continuing Education Audit: Cover Sheet" in which she indicated that she completed nine hours of continuing education during 2001.

8. On June 11, 2001, the Board notified Licensee that it was in receipt of the documentation she had sent but asked her to send the appropriate documentation of her continuing education hours pursuant to 4 CSR 150-4.053.

9. On August 15, 2001, the Board informed Licensee via certified mail that it had yet to receive the documentation requested of Licensee, asked Licensee to respond to the Board within ten days, and notified Licensee that failure to comply with the audit could result in disciplinary action.

10. In a letter that the Board received on August 23, 2001, Licensee informed the Board that she "did not know that [she] had to complete 30 hours of continuing education a year for this license."

11. Pursuant to 4 CSR 150-4.052 (3)-(4), licensees are required to report and attest to the number of continuing education hours obtained per the specified two year period and to maintain documentation of said hours for at least three years after the reporting period.

12. Pursuant to 4 CSR 150-4.052 (4), "... The board may conduct an audit of licensees to verify compliance with the continuing education requirement. Licensees shall assist the board in its audit by providing timely and complete responses to the board's inquiries."

13. Licensee failed to obtain the required thirty hours of continuing education during the period of January 1, 1999, through December 31, 2000.

14. The Board relied on the answers and information that Licensee provided in her renewal application when determining if Licensee had met all of the requirements for renewal and in determining whether her license should be renewed.

### **JOINT PROPOSED CONCLUSIONS OF LAW**

Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 345.065.2 (6) and (11), RSMo 2000, which states in pertinent part:

2. The Board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by section 345.010 to 345.080 or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

\* \* \*

(6) Violation of, or assisting or enabling any person to violate, any provision of sections 345.010 to 345.080, or any lawful rule or regulation adopted pursuant to sections 345.010 to 345.080;

\* \* \*

(11) Issuance of a certificate of registration or authority, permit or license based upon a material mistake of fact.

\* \* \*

II.

Based on the foregoing, the parties mutually agree and stipulate that, in lieu of disciplinary action, the speech-language pathology license, No. 113916, issued to Licensee is hereby VOLUNTARILY SURRENDERED BY LICENSEE.

- A. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 345, RSMo, by Licensee not specifically mentioned in this document.
- B. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Angela M. Pittser  
Angela M. Pittser

BOARD

Tina Steinman  
Tina Steinman, Executive Director

JEREMIAH W. (JAY) NIXON  
Attorney General

Andrea Mazza-Follett  
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EFFECTIVE THIS 14 DAY OF August, 2002.